

**MULTI-FACILITY AUDIT AGREEMENT**  
**between the**  
**ENVIRONMENTAL PROTECTION AGENCY**  
**and the**  
**THE CITY UNIVERSITY OF NEW YORK**

**I. INTRODUCTION**

In recognition that environmental auditing plays a critical role in protecting human health and the environment by identifying, correcting, and ultimately preventing violations of environmental regulations, The City University of New York (“CUNY”) and the United States Environmental Protection Agency, Region 2 (the “Region”) hereby agree that CUNY shall conduct a self-audit program (the “Audit Program”) for compliance with the regulations promulgated or authorized by the United States Environmental Protection Agency (EPA”) set forth in Section II below. The Agreement shall be governed by the terms of EPA’s Policy entitled “Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations,” 65 Federal Register 19618 (4/11/00, the “Policy”), except to the extent that those terms are explicitly modified below.

**II. SCOPE OF THE AUDIT**

A. CUNY shall conduct an audit (the “Audit”) of its compliance with the regulations cited below in subsections 1 - 6. The Audit will encompass all 18 campuses of CUNY, including the City University School of Law located at Queens College and the School of Biomedical Education located at City College, and any associated off-site facilities. Appendix A attached hereto lists the colleges, community colleges, and other units of CUNY that are covered by this agreement (“Covered Campuses”).

B. Under the Audit Program, CUNY will audit compliance with the following federal regulatory programs:

*1. Air Programs*

Part 52<sup>1</sup>, Section 21 Prevention of significant deterioration of air quality  
Part 60 Standards of Performance for New Stationary Sources  
Part 61 National Emission Standards for Hazardous Air Pollutants, Subpart M,  
National Emission Standard for Asbestos  
Part 63, National Emission Standards for Hazardous Air Pollutants for Source  
Categories (all applicable provisions)

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<sup>1</sup> The term “Part” refers to the subdivisions of the subchapters of Title 40 Code of Federal Regulations (“C.F.R.”).

Part 68 Chemical Accident Prevention Provisions  
Part 70 State Operating Permit Programs  
Part 82 Protection of Stratospheric Ozone  
All applicable provisions of, and the New York State Implementation Plan  
Regulations (promulgated pursuant to Section 110 of the Clean Air Act)  
including the New Source Review regulations

## *2. Water Programs*

Part 112 Oil Pollution Prevention  
Part 122 EPA Administered Permit Programs: The National Pollutant  
Discharge Elimination System  
Part 144 Underground Injection Control (“UIC”) Program  
Part 145 State UIC Program Requirements  
Part 146 UIC Program: Criteria and Standards  
Part 147 State UIC Programs  
Part 148 Hazardous Waste Injection Restrictions  
Part 403 General Pretreatment Regulations for Existing and New Sources of  
Pollution

## *3. Pesticide Programs*

Part 160 Good Laboratory Practice Standards  
Part 162 State Registration of Pesticide Products  
Part 170 Worker Protection Standard  
Part 171 Certification of Pesticide Applicators  
Part 172 Experimental Use Permits

## *4. Solid and Hazardous Wastes*

Part 260 Hazardous Waste Management System: General (Part 370, 6 New  
York Code of Rules and Regulations (“6 NYCRR”))<sup>2</sup>  
Part 261 Identification and Listing of Hazardous Waste (Part 371, 6 NYCRR)  
Part 262 Standards Applicable to Generators of Hazardous Waste (Part 372, 6  
NYCCR)

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<sup>2</sup> New York State has been authorized by the Region for many of the federal regulations comprising Parts 260 - 266, 268 and 273. (New York is not authorized for Parts 279 and 280). Once authorized, a state regulation becomes the applicable regulation. [Resource Conservation and Recovery Act (“RCRA”), as amended, §3006(b), 42 U.S.C. §6926(b)]. For purposes of this Agreement CUNY may, at its option, audit for compliance with the federal regulations comprising Parts 260 - 266, 268 and 273, or their authorized New York State counterparts.

Part 263 Standards Applicable to Transporters of Hazardous Waste (Part 372, 6 NYCCR)  
 Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities (Subpart 373-2, 6 NYCCR)  
 Part 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities (Subpart 373-3, 6 NYCCR)  
 Part 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities (Subpart 374-1, 6 NYCCR)  
 Part 268 Land Disposal Restrictions (Part 376, 6 NYCCR)  
 Part 273 Standards for Universal Waste Management (Subpart 374-3, 6 NYCCR)  
 Part 279 Standards for the Management of Used Oil  
 Part 280 Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (“USTs”)

*5. Hazardous Substances and Chemicals, Environmental Response, Emergency Planning, and Community Right-to-Know Programs*

Part 302 Designation, Reportable Quantities, and Notification  
 Part 355 Emergency Planning and Notification  
 Part 370 Hazardous Chemical Reporting: Community Right-to-Know  
 Part 372 Toxic Chemical Release Reporting: Community Right-to-Know

*6. Toxic Substances*

Part 745 Lead-Based Paint Poisoning Prevention in Certain Residential Structures  
 Part 761 Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions  
 Part 763 Asbestos

- C.
  - i. Within 60 days of the effective date of this agreement, CUNY will submit to EPA the audit protocols and audit checklists that have been developed to implement the terms of this agreement. On or before this date, CUNY shall also identify suitable personnel and consultants to perform each of the audits identified in Section II above. CUNY shall strive to develop a specific written audit instrument for each of the regulatory audits, tailored to the specific campus, and shall provide copies of these audit instruments to the Region. CUNY shall share any materials it develops with other academic institutions and the Region.
  - ii. The facilities and documents to be audited on the Covered Campuses are set forth in Appendix B, in categories a through q. The benefits of this

Agreement shall extend to only those facilities within the Covered Campuses that are audited, with the following exception. In recognition of the substantial number and variety of types of facilities comprising the Covered Campuses of CUNY, the audits hereunder, in certain cases, will involve review and inspection of a representative sample of similar facility and document types. Those facilities and documents that will be audited by auditing a representative sample of similar facilities and documents are set forth in Appendix B (the “Sampling Categories”). All facilities and documents within a particular Sampling Category on a particular Covered Campus shall be entitled to the benefits of this Agreement upon completion of the audit of the representative sample within that Sampling Category on that Covered Campus. In the event that the audit of a particular Sampling Category on a particular Covered Campus indicates a pattern of pervasive violation, then CUNY shall audit all of the facilities or document types within that Sampling Category, on that Covered Campus, and conduct corrective action, as necessary. A pervasive pattern of violation at a Covered Campus shall be found when violations in a Sampling Category are found in more than 33% of the facilities or document types within that Sampling Category on that Covered Campus. Where violations are discovered within a Sampling Category at a particular Covered Campus that do not rise to the level of a pervasive pattern of violations, the actions taken to prevent recurrence of these violations shall be implemented in all facilities and with reference to all document types within that Sampling Category, on that Covered Campus, except where such actions have previously been implemented.

### **III. PROGRAM PERIOD AND AUDIT SCHEDULE**

CUNY will commence the audit process no later than the first day of the month following the month in which this Agreement is executed by both parties (the “Commencement Date”). CUNY shall schedule and conduct campus audits as set forth in Appendix C. All Covered Campuses shall be audited within the 60-month period following the Commencement Date (the “Program Period”). CUNY may substitute a different Covered Campus for one scheduled to be audited in Appendix C, provided that CUNY provides the Region with 60 days notice of such substitution.

### **IV. CONDUCT OF AUDIT**

Audits will be conducted by external consultants retained by CUNY with the assistance of CUNY personnel.

### **V. DISCLOSURE, PERIODIC REPORTS AND CORRECTIVE ACTION**

A. Disclosure

i. CUNY shall disclose all regulatory violations discovered during the Audit Program. CUNY will disclose these violations to the Region, in accordance with the Policy, in semiannual written disclosure reports to be submitted every 6 months after commencement of the Program Period. Each such semiannual disclosure report shall contain, with reference to each violation disclosed, the following additional information: the corrective action selected by CUNY pursuant to subsection B immediately below, to correct the violation; the status of the corrective action; and the means taken by CUNY to prevent recurrence of the violation. The Region waives the 21-day disclosure requirement as required in the Policy. Once the corrective action designed to correct a particular violation has been completed, and a disclosure report submitted to the Region notifying it of the completion of the corrective action, no further reporting on that violation, or the status of corrective action, is required. This Agreement shall terminate for all purposes at the end of the 60<sup>th</sup> month of the Program Period, except that CUNY shall continue to submit semiannual reports documenting the corrective action status of any previously disclosed violations remaining uncorrected, until such time as all violations have been corrected. The first such post-Program Period report shall also identify any violations discovered during the Program Period that CUNY was unable to timely disclose in its preceding semiannual report.

ii. This Audit Agreement does not cover any pre-Agreement activities, including regulatory compliance issues discovered by CUNY or its environmental consultant(s) prior to the Program Period.

B. Corrective Action

i. CUNY shall correct each violation identified during the Audit Program, and shall take those steps necessary to prevent the recurrence of each such violation. Wherever possible, CUNY shall correct any violations identified during the Audit Program within 60 days of discovery, except that when any corrective action requires procurement, CUNY shall have 180 days from the date of discovery to correct a violation. In those instances in which CUNY is unable to correct an identified violation within the time frames provided above, it shall request an extension of time from the Region in writing and provide a corrective action schedule, accompanied by a justification of the requested extension. Any extension of the 60 or 180-day corrective action period shall be subject to the Region's approval. Such approval will not be unreasonably withheld. The

Region acknowledges that where a specific corrective action necessitates a request to the city or state for a capital appropriation, the corrective action period will likely exceed 180 days.

ii. If CUNY discovers or otherwise becomes aware of a concern or concerns that may present an imminent and substantial endangerment to human health or the environment, and such concern(s) may exist at other CUNY campuses covered by this Agreement, notwithstanding any other language herein to the contrary, CUNY agrees to address such concern(s) at all covered campuses as expeditiously as possible and promptly take such action as may be necessary at all covered campuses to protect human health and the environment, including exercise of its emergency procurement procedures. CUNY shall notify EPA (initial notice may be verbal) of such concern(s) within 24 hours of discovery or becoming aware of such concern(s) and shall notify EPA in writing within five business days of such discovery of CUNY's proposed remedial action.

## **VI. REGIONAL INSPECTIONS AND REFERRALS**

### **A. Inspections**

During the Program Period, the Region will assign the lowest priority category for compliance inspections at CUNY campuses which are within the scope of the Audit Program, as defined in Section II., above, and will not target those campuses for inspection under an enforcement initiative, except with respect to potential violations of regulatory provisions which are outside the scope of the Audit, as defined in Section II above, or where: the Region has received a citizen's complaint; the Region has reason to believe that circumstances exist that may pose a threat of actual harm or an imminent and substantial endangerment to public health or the environment; the Region has reason to believe that a criminal violation may, or has occurred; or where CUNY, pursuant to statute, has notified the National Response Center of a release. Any civil violation discovered in this manner in a facility or unit, on a Covered Campus, within the scope of the Audit Program, which was either scheduled to be audited subsequent to such discovery, or although previously audited, where the violation existed at the time of the audit, but could not reasonably have been discovered during the audit despite the best efforts of CUNY or its contractors in the conduct of the audit, shall be treated as a disclosure by CUNY and resolved under the terms of the Policy and this Agreement. Additionally, the Region retains the right to conduct during the Audit the inspections set forth in subsections 1 and 2 immediately below:

1. Oversight Inspections Where CUNY has reported a violation which requires corrective action in the nature of a clean-up of contaminated soil or

water, the Region shall have the right to conduct inspections at the corrective action site, after providing reasonable advance notice to CUNY and during normal business hours, for the purpose of overseeing or monitoring the clean-up to assure correction of the violation. No civil penalties shall be associated with or result from oversight inspections.

2. Confirmation Inspections Where CUNY has disclosed a violation, selected a corrective action plan, and reported that the plan has been completed and the violation cured, the Region shall have the right to inspect the corrective action site, after providing reasonable advance notice to CUNY and during normal business hours, to assure that the violation has in fact been corrected, or to require further appropriate corrective action, if it has not. No civil penalties shall be associated with or result from confirmation inspections.

#### B. Referrals

During the Program period the Region will refrain from recommending to any other regulatory or enforcement authority that such authority pursue civil enforcement with respect to any violations discovered and timely corrected by CUNY and timely disclosed to the Region. Referrals for criminal enforcement of disclosed violations, or violations detected during inspections allowed by this Agreement, shall be governed by the relevant terms of the Policy including Paragraphs I.D.3, I.I.2 and II.C.3, 65 FR 19618, 19629, 19624 and 19625 (4/11/2000). The Region reserves the right to disclose and to discuss with any other regulatory or enforcement authority any information the Region may have or findings the Region may make about violations at CUNY.

### **VII. CIVIL PENALTIES FOR DISCLOSED VIOLATIONS**

#### A. Gravity-Based Penalties

Except as provided in Section II.D.8 of the Policy, the Region shall not seek any gravity-based penalties for violations discovered and disclosed by CUNY during the Program Period provided that the applicable provisions of the Policy and this Agreement are met. With respect to any gravity-based penalties for such violations as may be sought by the Region pursuant to the provisions of Section II.D.8 of the Policy, such penalties will be limited as follows:

1. For contravention of an existing judicial or administrative order: no additional penalty beyond payment of such penalty amount as may be stipulated in such order.

2. In the absence of gross negligence, the gravity-based penalty for any violation that causes serious actual harm, and for any violation that constitutes imminent and substantial endangerment to human health or the environment, shall be limited, per violation, to the amount of the maximum daily penalty authorized by the applicable statute, provided that CUNY undertakes timely corrective action and implementation of procedures to prevent recurrence in compliance with Section V.B above.

#### B. Supplemental Environmental Projects

The Region recognizes that it has, and agrees to consider utilizing, its enforcement discretion in the matter of whether or not to seek gravity-based penalties for conduct which results in imminent and substantial endangerment to human health and the environment. In lieu of the payment of any assessed gravity-based penalty, CUNY and the Region may agree to the performance by CUNY of a Supplemental Environmental Project (“SEP”). Whether a particular SEP may be permitted in lieu of payment, and its value, shall be determined in accordance with EPA’s current SEP Policy, 63 FR 24796 (5/5/98), or EPA’s successor SEP policy current at the relevant time.

#### C. Economic Benefit Penalties

The Region acknowledges that CUNY will expend significant resources to undertake the Audit Program and to correct any deficiencies discovered in the course of the Audit Program. The Region further recognizes that CUNY’s voluntary audit efforts will conserve the Region’s resources. In consideration therefor:

1. The Region shall consult with CUNY if the Region believes that the imposition of an economic benefit penalty may be appropriate and shall take into consideration the least expensive means for coming into compliance when calculating potential economic benefit penalties with respect to any disclosed violations, provided that the method utilized complies with regulatory requirements.
2. Where the economic benefit that may have been realized as a result of non-compliance is \$10,000 or less, per Covered Campus, per violation, the Region will waive the economic benefit penalty as de minimus.

### VIII. MISCELLANEOUS PROVISIONS



- A. Notification and Certification of Disclosure Reports - CUNY designates as its "responsible official," responsible for submitting disclosure reports to the Region, the following individual:

Arthur Fasolino  
The City University of New York  
555 West 57<sup>th</sup> Street  
New York, New York 10019

Phone: (212) 541-0467  
Fax: (212) 541-0176

The responsible official shall certify that each disclosure report submitted to the Region is true, accurate and complete in the form set forth in 40 C.F.R. §270.11(d).

CUNY designates as its "contact person," to be the recipient of all communications from the Region concerning this Agreement, the following individual:

Jane Sovern, Deputy General Counsel  
The City University of New York  
535 East 80<sup>th</sup> Street  
New York, NY 10021

Phone: (212) 794-5589  
Fax: (212) 794-5426

The Region designates the following individual as its contact person:

Mr. John Gorman  
Chief, Compliance Assistance Section  
DECA/CAPS  
U.S. Environmental Protection Agency, Region 2  
290 Broadway (21<sup>st</sup> Floor)  
New York, New York 10007-1866

Phone: (212) 637-4008  
Fax: (212) 637-637-4086

The parties may redesignate their contact person and responsible official in writing.

B. Compliance With Law and Regulation:

Neither the existence of this Agreement, nor compliance with this Agreement relieves CUNY of its obligation of continued compliance with the regulations covered by this Agreement, and all other federal, state and local laws and regulations.

C. Reservation of Right:

The Region reserves its right to proceed against CUNY for all violations outside the scope of the Audit Program and all violations within the scope of the Audit Program that were not reported or corrected. In any enforcement proceeding, the Region may enforce the provision of 40 C.F.R. allegedly violated, or its New York State authorized or approved counterpart, if said state counterpart is federally enforceable as a matter of law. CUNY reserves the right to contest administratively and judicially any EPA determinations hereunder.

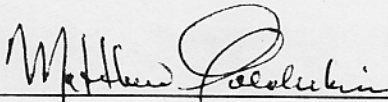
C. Authority of Signatories:

The signatories hereto represent that they have the authority to bind the parties.

D. Modification:

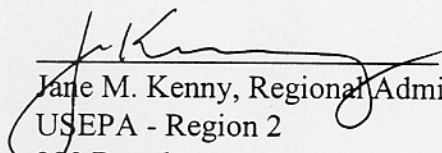
This Agreement may be modified by a writing signed by both parties.

For the City University of New York:

  
Chancellor Matthew Goldstein

Date: 1/7/03

For EPA - Region 2:

  
Jane M. Kenny, Regional Administrator  
USEPA - Region 2  
290 Broadway  
New York, New York 10007

Date: 1/24/03

## **Appendix A**

### **City University of New York Campuses and Associated Off-Site Facilities**

Baruch College  
17 Lexington Avenue  
New York, NY 10010

Borough of Manhattan Community College  
199 Chambers Street,  
New York, NY 10007

Bronx Community College  
West 181 Street & University Avenue  
Bronx, NY 10453

Brooklyn College  
Bedford Avenue and Avenue H  
Brooklyn, NY 11210

City College and Sophie Davis School of Biomedical Education  
Convent Avenue and 138th Street  
New York, NY 10031

The Graduate Center  
365 5th Avenue  
New York, NY 10016

Hostos Community College  
500 Grand Concourse  
Bronx, NY 10451

Hunter College  
695 Park Avenue  
New York, NY 10021

John Jay College of Criminal Justice  
899 10th Avenue  
New York, NY 10019

Kingsborough Community College  
2001 Oriental Boulevard  
Brooklyn, NY 11235

LaGuardia Community College  
31-10 Thomson Avenue  
Long Island City, NY 11101

Lehman College  
Bedford Park Boulevard West  
Bronx, NY 10468

Medgar Evers College  
1650 Bedford Avenue  
Brooklyn, NY 1225

New York City College of Technology  
300 Jay Street  
Brooklyn, NY 11201

Queens College and City University School of Law  
65-30 Kissena Boulevard  
Flushing, NY 11367

Queensborough Community College  
222-05 56th Avenue  
Bayside, NY 11364

College of Staten Island  
2800 Victory Boulevard  
Staten Island, NY 10314

York College  
94-20 Guy R. Brewer Boulevard  
Jamaica, NY 11451

City University of New York Off-Site Facilities

**BARUCH COLLEGE**

<u>No.</u>	<u>Building</u>	<u>Owner</u>	<u>Block</u>	<u>Lot(s)</u>	<u>Area (GSF)</u>
I	225 Park Avenue South* (Day Care Center)	L	874	1	3,790

**BROOKLYN COLLEGE**

<u>No.</u>	<u>Building</u>	<u>Owner</u>	<u>Block</u>	<u>Lot(s)</u>	<u>Area (GSF)</u>
9	Student Union*	SA	7555	27	80,443
10	2804-06 Glenwood Road* (Leased by CUNY to Day Care Center)	CU	7557	32	13,610
11	2401 Glenwood Road* (Leased by CUNY to Newman Center)	D	5245	8	3,960
15	99 Hudson St. (Manhattan)	L	181	22	10,400

**CENTRAL OFFICE**

1	535 East 80 <sup>th</sup> Street*	D	1577	23	78,640
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**CITY COLLEGE**

<u>No.</u>	<u>Building</u>	<u>Owner</u>	<u>Block</u>	<u>Lot(s)</u>	<u>Area (GSF)</u>
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11	280 Convent Ave.*	S	2058	11	6,100
50	99 Hudson Street	L	181	22	20,800

**HUNTER COLLEGE**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
6	127-133 East 79th St. (School of Social Work)	L	1508	12	101,316
14	Roosevelt House* (Property to be Deeded to CUNY)	F	1380	30	13,269
50	450 West 41st Street	S	1050	6	195,748
00	71 East 94th Street (Campus School)	C	1506	21	195,924

**JOHN JAY COLLEGE OF CRIMINAL JUSTICE**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
N/A	550 West 59 <sup>th</sup> Street* a/k/a 527 West 58 <sup>th</sup> Street ("Parking Lot Site")	D	1087	1 and 5	

**LEHMAN COLLEGE**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
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R	Reservoir Bldg.	S	3246	2	19,636
	Alexander's Building (2501-2511 Grand Concourse)	L			25,000

**MEDGAR EVERS COLLEGE**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
	1665 Bedford Avenue*	L			7,000
N/A	1607-1625 Bedford Ave * ("Bowling Alley Site")	D	1288	1	
N/A	1632-1640 Bedford Ave* ("Restaurant Site")	D	1287	48	
N/A	117 Crown Street*	D	1287		60
N/A	119 Crown Street*	D	1287		59
N/A	121 Crown Street*	D	1287	58	
N/A	925 Franklin Ave* ("Youth Collective Site")	D	1287	1	

Note: These are College's future development sites

**NEW YORK CITY COLLEGE OF TECHNOLOGY**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
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14	25 Chapel Street	L	118	6	48,000
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**QUEENS COLLEGE**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
57	64-19 Kissena Boulevard  (a/k/a 154-11 65 <sup>th</sup> Ave)	L	6743	29	29,000
68	25 West 43 <sup>rd</sup> Street (Manhattan)	L	1259	19	49,811
70	Caumsett State Park	<sup>(1)</sup> L	N/A	N/A	42,400
00	Louis Armstrong House* (34-56 107th St.)	<sup>(2)</sup> L	1748	36	2,500

Notes

(1) CUNY leases from New York State.

(2) CUNY leases from New York City.

**BOROUGH OF MANHATTAN COMMUNITY COLLEGE**

101 Murray Street (AKA, the “St. John’s Site”)	L	13,000
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**BRONX COMMUNITY COLLEGE**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
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48	Snow Hall	D	3224	1	10,495
50	McCracken Hall	D	3223	1	16,023
56	Altschul House	D	3232	78	8,127

**LaGUARDIA COMMUNITY COLLEGE**

<b><u>No.</u></b>	<b><u>Building</u></b>	<b><u>Owner</u></b>	<b><u>Block</u></b>	<b><u>Lot(s)</u></b>	<b><u>Area (GSF)</u></b>
4	45-35 Van Dam Street	L	249	1	60,000

**NOTE: \* No classroom or lab space.**

**This list identifies the current ownership status of properties under the jurisdiction of The City University of New York. The list also identifies each site's New York City block and lot number and the gross square foot number for campus buildings (in the case of leased facilities, the gross square foot number is the rentable area of the leased premises).**

**The ownership code is as follows:**

<b><u>Code</u></b>	<b><u>Ownership</u></b>
<b>C</b>	<b>New York City</b>
<b>CU</b>	<b>City University of New York</b>
<b>D</b>	<b>Dormitory Authority of the State of New York</b>
<b>F</b>	<b>College Foundation</b>
<b>L</b>	<b>Leased Facility</b>
<b>S</b>	<b>New York State</b>

## **Appendix B**

### **SCOPE OF AUDIT PROGRAM**

Review and/or inspection at each campus will include:

- a. Hazardous waste storage areas.
- b. Representative sample (minimum 20%) of hazardous waste Satellite Accumulation Areas.
- c. Facilities treating, storing or disposing of hazardous wastes.
- d. Facility maintenance buildings, including automotive and truck servicing areas.
- e. Representative sample (minimum 20%) of all teaching and research laboratories with regular chemical use.
- f. All clinical and dental laboratories.
- g. All Art Studios including scene shops with regular chemical use.
- h. Commercial graphic arts facilities and print shops.
- i. Greenhouses and farms.
- j. Heating and power plants.
- k. Athletic training facilities.
- l. Pesticide storage facilities
- m. EPA identification numbers.
- n. PCB transformers and switch
- o. Aboveground and current operating underground storage tanks and their containment areas/systems, and documentation concerning closures of regulated tanks previously removed from service.
- p. Dry wells, septic systems serving more than 20 people per day, cesspools, and disposal wells.
- q. All required documents including hazardous waste manifests, training records, land disposal restriction notifications, exception reports, lead disclosure statements in leases, or associated with leases of residential housing let by CUNY in its capacity as a lessor, as defined in 40 C.F.R. § 745.103, contingency plans, and annual reports, for the three years prior to the Program Period, with the exception of contingency and other plans where only the current plan will be reviewed.

## **Appendix C**

### **Schedule**

#### Year 1 -

York College

College of Staten Island

Queens College and CUNY Law School at Queens College

#### Year 2 -

City College and Sophie Davis School

Hunter College

Kingsborough Community College

Queensborough Community College

#### Year 3-

Brooklyn College

Lehman College

Medgar Evers College

Hostos Community College

#### Year 4 -

John Jay College

Baruch College

Graduate School and University Center

LaGuardia Community College

#### Year 5 -

Bronx Community College

Borough of Manhattan Community College

New York City College of Technology